

SETTLEMENT AGREEMENT

This Settlement Agreement is made by and among, (i) HONG JIANG, XIANHUA LIN, YAN LIU, and YINGYING ZHAO (hereinafter “Plaintiffs”) (ii) LASH BELLE EYELASH EXTENSIONS INC; MISEON KIM a/k/a MINA KIM, and LIHUA HAN a/k/a EVA HAN (hereinafter, “Defendants”), (Plaintiffs and Defendants, collectively, “the Parties”); and

WHEREAS, Plaintiffs were employed by Defendants for certain time periods; and

WHEREAS, on August 17, 2020, Plaintiffs through their attorneys, Dong, Adam’s Law Firm PLLC, filed a Complaint against Defendants in the United States District Court for the Southern District of New York (the “Court”) alleging claims under the Fair Labor Standards Act (“FLSA”) and the New York Labor Law (the “NYLL”), 20-cv-06531 (the “Docket Number”); and

WHEREAS, Defendants deny all claims in Plaintiffs’ Complaint;

WHEREAS, the Parties have determined it to be in their mutual interest to settle the Action and all matters between them; and

WHEREAS, the Parties desire to have no further obligation to each other, except as specifically provided herein; and

WHEREAS, Plaintiffs have, throughout the negotiation and execution of this Agreement, been represented by their counsel, Adam Dong, Esq., Dong, Adam’s Law Firm PLLC, 3708 Main St, Suite 308, Flushing, NY 11354, Tel: (929) 269-5666; and

WHEREAS, Defendants have, throughout the negotiation and execution of this Agreement, been represented by their counsel, Diane Lee, Esq., The Law Office of Diane H, Lee, P.C., 140 Sylvan Avenue Suite 203 Englewood Cliffs, NJ 07632 , Tel: (201) 363-0101; and

WHEREAS, Plaintiffs’ Attorney and Defendants’ Attorney have reached a settlement acceptable to the Parties which constitutes a reasonable compromise of Plaintiffs’ claims and Defendants’ defenses; and

WHEREAS, Plaintiffs acknowledge that they have entered into this Agreement freely and voluntarily, without threats or coercion of any kind by anyone; and

WHEREAS, Plaintiffs acknowledge that they understand the meaning and effect of the execution of this Agreement.

WHEREAS, Defendants acknowledge that they have entered into this Agreement freely and voluntarily, without threats or coercion of any kind by anyone; and

WHEREAS, Defendants acknowledge that they understand the meaning and effect of the execution of this Agreement.

THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged hereby, and in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. Settlement Amount

In exchange for and in consideration of the covenants and promises contained herein, including Plaintiffs' specific release of all wage-and-hour claims only against Defendants and the Releasees (as defined herein) as set forth below, Defendants will provide Plaintiffs with a settlement in the amount of Sixty Five Thousand Dollars (\$65,000.00).

The out-of-pocket expenses, which are necessary and incidental to the representation of Plaintiffs, are documented to the amount of Five Hundred Seventy Seven Dollars and Eighty Five Cents (\$577.85). The Net Recovery Amount after the Total Settlement Amount has been reduced by out-of-pocket expenses is Sixty Four Thousand Four Hundred and Twenty Two Dollars and Fifteen Cents (\$64,422.15).

Of the Net Recovery Amount, One Third (1/3), or Twenty One Thousand Four Hundred and Seventy Four Dollars and Five Cents (\$21,474.05), is due to Plaintiffs' attorney, Dong, Adam's Law Firm PLLC, in addition to out-of-pocket expenses of Five Hundred Seventy Seven Dollars and Eighty Five Cents (\$577.85) for a total of Twenty Two Thousand and Fifty One Dollars and Ninety Cents (\$22,051.90).

Of the Net Recovery Amount, Two Thirds (2/3), or Forty Two Thousand Nine Hundred and Forty Eight Dollars and Ten Cents (\$42,948.10) is due to Plaintiffs.

Of the Settlement Amount due to Plaintiffs:

- 01) Twelve Percent (12%), or Five Thousand One Hundred and Fifty Three Dollars and Seventy Seven Cents (\$5,153.77) is due to Plaintiff HONG JIANG;
- 02) Forty Percent (40%), or Seventeen Thousand One Hundred and Seventy Nine Dollars and Twenty Four Cents (\$17,179.24) is due to Plaintiff XIANHUA LIN;
- 03) Fourteen Percent (14%), or Six Thousand and Twelve Dollars and Seventy Three Cents (\$6,012.73) is due to Plaintiff YAN LIU; and
- 04) Thirty Four Percent (34%), or Fourteen Thousand Six Hundred and Two Dollars and Thirty Five Cents (\$14,602.35) is due to Plaintiff YINGYING ZHAO.

The Plaintiffs' allocation percentage is determined as follows: By first finding the sum of compensatory damages (FLSA and NYLL) in the damages computed and one liquidated damage (NYLL) for each Plaintiff; plus Time-of-Hire and Paystub violations and any breach-of-contract out-of-pocket expenses and then finding the total for Plaintiffs; and finding the weight of each Plaintiff's damages of this total.

The Parties acknowledge and agree that the Defendants and their attorneys played no role in dividing up the Settlement Amount amongst the Plaintiffs and their attorneys.

2. Settlement Payment Schedule

The Settlement shall be payable on a schedule as set forth as follows:

- i) Installment 1 of 2: Sixty Thousand Dollars (\$60,000.00) shall be mailed or hand delivered to Dong, Adam's Law Firm PLLC, 3708 Main St, Suite 308, Flushing, NY

11354 within 14 calendar days of judicial approval of this settlement agreement and consist of Six (6) checks:

- 01) A check made payable to "Dong, Adam's Law Firm PLLC" in the amount of Five Hundred Seventy Seven Dollars and Eighty Five Cents (\$577.85) and memo noting "Lash Belle Settlement Pay 1 of 2" representing out-of-pocket costs expended on behalf of Plaintiffs for this action;
 - 02) A check of Twenty One Thousand Four Hundred and Seventy Four Dollars and Five Cents (\$21,474.05), made payable to "Dong, Adam's Law Firm PLLC" and memo noting "Lash Belle Settlement Pay 1 of 2;"
 - 03) A check of Five Thousand One Hundred and Fifty Three Dollars and Seventy Seven Cents (\$5,153.77), made payable to "HONG JIANG" and memo noting "Lash Belle Settlement Pay 1 of 2;"
 - 04) A check of Fourteen Thousand Six Hundred and Seventy Nine Dollars and Twenty Four Cents (\$14,679.24), made payable to "XIANHUA LIN" and memo noting "Lash Belle Settlement Pay 1 of 2;"
 - 05) A check of Six Thousand and Twelve Dollars and Seventy Three Cents (\$6,012.73), made payable to "YAN LIU" and memo noting "Lash Belle Settlement Pay 1 of 2;" and
 - 06) A check of Twelve Thousand One Hundred and Two Dollars and Thirty Five Cents (\$12,102.35), made payable to "YINGYING ZHAO" and memo noting "Lash Belle Settlement Pay 1 of 2."
- ii) Installment 2 of 2: Five Thousand Dollars (\$5,000.00) shall be mailed or hand delivered to Dong, Adam's Law Firm PLLC, 3708 Main St, Suite 308, Flushing, NY 11354 within 30 calendar days of the first settlement payment and shall consist of two (2) checks:
- 01) A check of Twenty Five Hundred Dollars (\$2,500.00), made payable to "XIANHUA LIN" and memo noting "Lash Belle Settlement Pay 2 of 2;" and
 - 02) A check of Twenty Five Hundred Dollars (\$2,500.00), made payable to "YINGYING ZHAO" and memo noting "Lash Belle Settlement Pay 2 of 2."

3. Confession of Judgment

- a) Concurrent with the signing of this Stipulation, an authorized corporate authority of LASH BELLE EYELASH EXTENSIONS INC, MISEON KIM a/k/a MINA KIM, and LIHUA HAN a/k/a EVA HAN shall each sign a Confession of Judgment in the form annexed hereto as Exhibits B, C, and D in the amount of Sixty Five Thousand Dollars (\$65,000.00) or 1 times the Settlement Amount of Sixty Five Thousand Dollars (\$65,000.00) less payments made under the Agreement plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorney's fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement, which Confession of Judgment shall be held in escrow by Plaintiffs' Attorney and shall not be filed with the

Court unless Defendants fail to pay any of the payments required by paragraph 2 on or by the dates they are due, and fail to cure within ten (10) days of receiving notice of default. Notice of Default will be sent to Defendants' Counsel Diane H. Lee via email at DLEE@DHLLAW.COM. The form of the Judgment of Confession may be altered as necessary by Plaintiffs' counsel to ensure compliance with the requirements of the Court.

- b) Upon receipt of the final installment from Defendants, Plaintiffs' Attorney shall destroy the Confession of Judgment and confirm destruction of same to Defendants' Attorney.

4. Missed/ Late Payment

- a) If the payment is received by Plaintiffs' counsel seven (7) or more calendar days after its due date or if the check is received on time but fails to clear the first time when it is deposited or is otherwise unpresentable for payment, including being not signed or being made to the incorrect payee, Defendants agree to pay a late charge of \$100.00 in addition to whatever service charge that are incurred as a result of the bounced check and this charge will be paid with the new payment.
- b) Defendants agree to pay both Defendants' Counsel and Plaintiffs' counsel for reasonable time spent conferring with each other, bank, and Defendants as a result of any late or non-depositable payment. This fee will be due alongside the late or non-depositable payment.
- c) In addition, if payment is received more than fourteen (14) calendar days after the due date of the check, Defendant agrees to pay an additional interest charge accrued at a simple interest of nine percent (9%) per year.

5. Attorneys' Fees in the Event of Default

In the event of a breach of the agreement by Defendants for defaulting on the payment of the settlement amount, Defendant shall be responsible for Plaintiffs' attorneys' and cost and disbursements of judgment lien enforcement proceedings

6. Tax

- a) Each payer of a payment under this Agreement and each recipient of a payment under this Agreement will be responsible for all taxes that he/she is legally responsible to pay as a result of this Agreement.
- b) Defendants shall issue IRS Form 1099 to Dong, Adam's Law Firm PLLC for the amount paid to Plaintiffs' attorney.
- c) Defendants shall issue IRS Form W-2 to each Plaintiff for 50% of the amount paid to each Plaintiff, and Defendants shall issue IRS Form 1099 to each Plaintiff for the other 50% of the amount paid to each Plaintiff.

7. Mutual Release

In exchange for and in consideration of the covenants and promises contained herein, Plaintiffs, individually and on behalf of their children, spouse, agents, heirs, executors, administrators, beneficiaries, trustees and legal representatives, hereby waive, discharge, and

release (i) Mison Kim a/k/a Mina Kim, in her individual and corporate capacities, and her heirs, executors, administrators, attorneys, successors and assigns; (ii) Lihua Han a/k/a Eva Han, in her individual and corporate capacities, and her heirs, executors, administrators, attorneys, successors and assigns; and (iii) Lash Belle Eyelash Extensions Inc and its current and former parents, subsidiaries, divisions, branches, and assigns and affiliated and related companies or entities, and its predecessors, successors, insurers, employee benefit plans, and present and former directors, officers, partners, shareholders, fiduciaries, representatives, agents, attorneys and employees; from any claims alleged in the Complaint, including compensatory damages, liquidated damages, punitive damages, penalties, and prejudgment interest pertaining to Plaintiffs' employment with Defendants as alleged in the Complaint. This release does not include a release of any rights Plaintiffs may have under this Agreement.

Defendants unconditionally and irrevocably give up and release, to the fullest extent permitted by law, Plaintiffs, Plaintiffs' heirs, agents, and successors, jointly and severally, of and any and all actions, charges, complaints, controversies, demands, cause of action, suits and/or claims, that Defendants have or may have against Plaintiffs as of the date the Agreement is signed on behalf of Defendants.

8. Discontinuance of Claims

Plaintiffs acknowledge and agree that they are not presently aware of any legal proceeding other than the Action pending between Plaintiffs and/or their representatives and Defendants or the Releasees. Plaintiffs agree to dismiss and withdraw Complaint by executing the Stipulation of Voluntary Discontinuance with Prejudice in the form annexed hereto as Exhibit A ("Stipulation"), which Stipulation Plaintiffs' attorneys shall file by ECF to be So-Ordered by the Court. Plaintiffs shall further agree to refrain from refiling any and all claims against Defendants and the Releasees any and all claims asserted in the Complaint.

9. Denial of Wrongdoing

Nothing contained in this Agreement, nor the fact that Plaintiffs have been paid any remunerations under it, shall be construed, considered, or deemed to be an admission of liability or wrongdoing by Defendants or Releasees. Defendants deny any liability, committing any wrongdoing or violating any legal duty with respect to Plaintiffs, including with respect to Plaintiff's employment, including Plaintiffs' pay while in Defendants' employ. The terms of this Agreement, including all facts, circumstances, statements and documents, shall not be admissible or submitted as evidence in any litigation, in any forum, for any purpose, other than to secure enforcement of the terms and conditions of this Agreement, or as may otherwise be required by law.

10. Choice of Law and Forum

This Agreement shall at all times be construed and governed by the laws of the State of New York, regardless of conflicts of laws principles. Any dispute, claim or cause of action arising out of, or relating to, Plaintiffs' employment with Defendants or this Agreement shall be resolved

in the United States District Court for the Southern District of New York, with the prevailing party being awarded reasonable attorneys' fees and costs.

11. Entire Agreement

The Parties acknowledge and agree that this Agreement reflects the entire agreement between the Parties regarding the subject matter herein and fully supersedes any and all prior agreements and understanding between the Parties hereto. There is no other agreement except as stated herein. Plaintiffs acknowledge that Defendants have made no promises to them other than those contained in this Agreement.

12. Modification

This Agreement may not be changed unless the change is in writing and signed by the Parties.

13. General Provisions

The failure of any party to this Agreement to insist on strict adherence of any term hereof on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term hereof. The invalidity of any provision of this Agreement shall not affect the validity of any other provision hereof. This Agreement has been drafted and reviewed jointly by counsel for the Parties and no presumption or construction as to the drafting of this Agreement shall be applied against or in favor of any party.

14. Legal Counsel

Plaintiffs are hereby advised of their right to consult with an attorney before signing this Agreement. Plaintiffs each hereby acknowledges that they are fully and fairly represented by Dong, Adam's Law Firm PLLC in connection with the review, negotiation and signing of this Agreement.

15. Execution

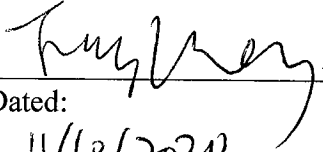
The Parties agree that this Agreement may be executed in counterparts, and that signatures transmitted electronically shall bear the same weight as original signatures.

PARTIESACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND IT, AND IS VOLUNTARILY ENTERING INTO THEIR OWN FREE WILL, WITHOUT DURESS OR COERCION, AFTER DUE CONSIDERATION OF ITS TERMS AND CONDITIONS.

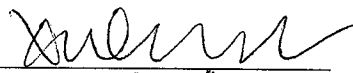
[Signatures are on the following pages]

PLAINTIFFS

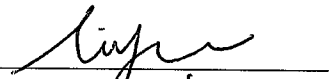
HONG JIANG


Dated: 11/10/2020

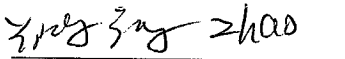
XIANHUA LIN


Dated: 11/10/2020

YAN LIU


Dated: 11/10/2020

YINGYING ZHAO


Dated: 11/10/2020

DEFENDANTS

MISEON KIM a/k/a MINA KIM


Dated:

11/10/2020

LIHUA HAN a/k/a EVA HAN


Dated:

11/10/2020

LASH BELLE EYELASH EXTENSIONS INC


Name: Lihua Han

Title: Manager

Dated:

11/10/2020


Name: Mison Kim a/k/a

Title: President

Dated: 11/10/2020

EXHIBIT A.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
JIANG *et al.*

Plaintiffs,

Case No.20-cv-06531

v.

LASH BELLE EYELASH EXTENSIONS
INC *et al.*

**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE**

Defendants.
-----X


IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for Plaintiffs and Defendants in the above captioned action, that, in accordance with Rule 41 of the Federal Rules of Civil Procedure, the action be dismissed, with prejudice and without costs or attorneys' fees to any party, as to Plaintiffs or Defendants. This Court retains jurisdiction to enforce the Settlement Agreement and the Release of this action.

Dong, Adam's Law Firm PLLC
Attorneys for the Plaintiffs

By: 

Adam Dong, Esq.
3708 Main St, Ste 308
Flushing, NY 11354
Tel: (929) 269-5666

The Law Office of Diane H. Lee, P.C.,
Attorneys for Defendants


Diane H. Lee, Esq.
140 Sylvan Avenue Suite 203
Englewood Cliff, NJ 07632
Tel: (201) 363-0101

SO ORDERED.

EXHIBIT B.

COURT
COUNTY OF _____

Case No.

-----X
HONG JIANG, XIAHUA LIN,
YANLIU, and YINGYING ZHAO

Plaintiffs,

**AFFIDAVIT OF CONFESSION
OF JUDGMENT BY MISEON
KIM a/k/a MINA KIM**

v.

LASH BELLE EYELASH EXTENSIONS
INC,
MISEON KIM a/k/a MINA KIM, and
LIHUA HAN a/k/a EVA HAN.

Defendants.

-----X
STATE OF NEW YORK)
) ss:
COUNTY OF Westchester


MISEON KIM a/k/a MINA KIM, being duly sworn, deposes and states as follows:

1. I am an adult individual residing at 219-02, 38 AVE. 2 FL. BaySide
NY. 11361.
2. I am individually named as a Defendant in Jiang *et al.* v LASH BELLE EYELASH EXTENSIONS INC *et al.*, Civil Action No. Case No. 20-cv-06531 filed in the United States District Court for Southern District of New York (the "Lawsuit").
3. I make this affidavit pursuant to 3218 of the New York Civil Practice Law and Rules, in support of Plaintiffs' application for the entry of a judgment by confession against myself, in the sum of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
4. This confession of judgment is for a debt due to Plaintiffs HONG JIANG, XIAHUA LIN,
5. YANLIU, and YINGYING ZHAO (hereinafter "Plaintiffs").
6. The facts out of which the debt arose and the sum confession due is set forth below:
7. On August 17, 2020, Plaintiffs through their attorneys, Dong, Adam's Law Firm PLLC, filed a Complaint against Defendants in the United States District Court for the Southern District of New York (the "Court") alleging claims under the Fair Labor Standards Act


("FLSA) and the New York Labor Law (the "NYLL"), 20-cv-06531 (the "Docket Number").

8. On or around _____ (settlement execution date), the Plaintiffs and Defendants executed a Settlement Agreement and General Release, (the "Agreement").
9. The agreement provides that Defendants will pay Sixty Five Thousand Dollars (\$65,000.00).
10. If Defendants fail to make payments as outlined in Paragraph 9, Plaintiffs may, with notice or demand, except as noted below, declare the entire sum then unpaid immediately due or payable. To exercise this right, Plaintiffs shall notify Defendants' Attorney Diane H. Lee, Esq., 140 Sylvan Avenue Suite 203 Englewood Cliffs, NJ 07632, Tel: (201) 363-0101, in writing via email at DLEE@DHLLAW.COM of their intent to do so, and Defendants shall have ten (10) days to remedy their default.
11. If Defendants do not remedy the default within ten (10) days of Defendants' Attorney's receipt of such notice, I hereby authorize the entry of judgment against myself for the entire amount of Sixty Five Thousand Dollars (\$65,000.00) plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
12. I am represented by counsel and have been fully advised in regard to this Agreement and Confession of Judgment.
13. I authorize entry of judgment in New York County, New York.
14. I hereby authorize this confessed judgment to be entered with the clerk of any court of competent jurisdiction.

Dated: 11/10/2020


MISEON KIM a/k/a MINA KIM

Sworn to me this 10 day of November 2020



Notary Public
Attorney at Law in the
State of New York &
New Jersey

EXHIBIT C.

COURT
COUNTY OF _____

Case No. _____

-----X
HONG JIANG, XIAHUA LIN,
YANLIU, and YINGYING ZHAO

Plaintiffs,

v.

LASH BELLE EYELASH EXTENSIONS
INC,
MISEON KIM a/k/a MINA KIM, and
LIHUA HAN a/k/a EVA HAN.

Defendants.

-----X
STATE OF NEW YORK)
) ss:
COUNTY OF Westchester)

LIHUA HAN a/k/a EVA HAN, being duly sworn, deposes and states as follows:

1. I am an adult individual residing at 34-12 146th APT 102.
Flushing, NY, 11354
2. I am individually named as a Defendant in Jiang *et al.* v LASH BELLE EYELASH EXTENSIONS INC *et al.* Civil Action No. Case No. 20-cv-06531 filed in the United States District Court for Southern District of New York (the "Lawsuit").
3. I make this affidavit pursuant to 3218 of the New York Civil Practice Law and Rules, in support of Plaintiffs' application for the entry of a judgment by confession against myself, in the sum of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
4. This confession of judgment is for a debt due to Plaintiffs HONG JIANG, XIAHUA LIN,
5. YANLIU, and YINGYING ZHAO (hereinafter "Plaintiffs").
6. The facts out of which the debt arose and the sum confession due is set forth below:
7. On August 17, 2020, Plaintiffs through their attorneys, Dong, Adam's Law Firm PLLC, filed a Complaint against Defendants in the United States District Court for the Southern District of New York (the "Court") alleging claims under the Fair Labor Standards Act

("FLSA") and the New York Labor Law (the "NYLL"), 20-cv-06531 (the "Docket Number").


8. On or around _____ (settlement execution date), the Plaintiffs and Defendants executed a Settlement Agreement and General Release, (the "Agreement").
9. The agreement provides that Defendants will pay Sixty Five Thousand Dollars (\$65,000.00).
10. If Defendants fail to make payments as outlined in Paragraph 9, Plaintiffs may, with notice or demand, except as noted below, declare the entire sum then unpaid immediately due or payable. To exercise this right, Plaintiffs shall notify Defendants' Attorney Diane H. Lee, Esq., 140 Sylvan Avenue Suite 203 Englewood Cliffs, NJ 07632 Tel: (201) 363-0101, in writing of their intent to do so, and Defendants shall have ten (10) days to remedy their default.
11. If Defendants do not remedy the default within ten (10) days of Defendants' Attorney's receipt of such notice, I hereby authorize the entry of judgment against myself for the entire amount of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
12. I am represented by counsel and have been fully advised in regard to this Agreement and Confession of Judgment.
13. I authorize entry of judgment in New York County, New York.
14. I hereby authorize this confessed judgment to be entered with the clerk of any court of competent jurisdiction.

Dated: 11/10/2020



LIHUA HAN a/k/a EVA HAN

Sworn to me this 10th day of November 2020



Notary Public Diane H. Lee
Attorney at Law in the
State of New York & New Jersey

EXHIBIT D.

COURT
COUNTY OF _____

Case No. _____

-----X
HONG JIANG, XIAHUA LIN,
YANLIU, and YINGYING ZHAO

Plaintiffs,

v.

LASH BELLE EYELASH EXTENSIONS
INC,
MISEON KIM a/k/a MINA KIM, and
LIHUA HAN a/k/a EVA HAN.

Defendants.

**AFFIDAVIT OF CONFESSION
OF JUDGMENT BY**

Name: Miseon Kim a/k/a Mina Kim

Title: president

for LASH BELLE EYELASH
EXTENSIONS INC

-----X
STATE OF NEW YORK)

) ss:

COUNTY OF Westchester)

Name: Miseon Kim a/k/a Mina Kim being duly sworn, deposes and states as follows:

1. I am an adult individual residing at 2A-02 38 Ave 2nd Fl
Bay Side NY 11361
2. I am the Title: President of Corporate Defendant LASH BELLE EYELASH EXTENSIONS INC, which is named as a Defendant in Jiang *et al.* v LASH BELLE EYELASH EXTENSIONS INC *et al.*, Civil Action No. Case No. 20-cv-06531 filed in the United States District Court for Southern District of New York (the "Lawsuit").
3. Deponent is duly authorized to make this affidavit on behalf of Corporate Defendant LASH BELLE EYELASH EXTENSIONS INC (the "Corporate Defendant").
4. I make this affidavit pursuant to 3218 of the New York Civil Practice Law and Rules, in support of Plaintiffs' application for the entry of a judgment by confession against LASH BELLE EYELASH EXTENSIONS INC, in the sum of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys fees incurred by Plaintiffs' in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
5. This confession of judgment is for a debt due to Plaintiffs HONG JIANG, XIAHUA LIN,
6. YANLIU, and YINGYING ZHAO (hereinafter "Plaintiffs").
7. The facts out of which the debt arose and the sum confession due is set forth below:
8. On August 17, 2020, Plaintiffs through their attorneys, Dong, Adam's Law Firm PLLC, filed a Complaint against Defendants in the United States District Court for the Southern

District of New York (the "Court") alleging claims under the Fair Labor Standards Act ("FLSA") and the New York Labor Law (the "NYLL"), 20-cv-06531 (the "Docket Number").

9. On or around _____ (settlement execution date), the Plaintiffs and Defendants executed a Settlement Agreement and General Release, (the "Agreement").
10. The agreement provides that Defendants will pay Sixty Five Thousand Dollars (\$65,000.00).
11. If Defendants fail to make payments as outlined in Paragraph 9, Plaintiffs may, with notice or demand, except as noted below, declare the entire sum then unpaid immediately due or payable. To exercise this right, Plaintiffs shall notify Defendants' Attorney Diane H. Lee, Esq., 158 Linwood Plaza, Suite 308-310, Fort Lee, NJ 07024, Tel: (201) 363-0101, in writing of their intent to do so, and Defendants shall have ten (10) days to remedy their default.
12. If Defendants do not remedy the default within ten (10) days of Defendants' Attorney's receipt of such notice, I hereby authorize the entry of judgment against myself for the entire amount of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
13. I am represented by counsel and have been fully advised in regard to this Agreement and Confession of Judgment.
14. I authorize entry of judgment in New York County, New York.
15. I hereby authorize this confessed judgment to be entered with the clerk of any court of competent jurisdiction.

Dated: 11/10/2020

Name: Mitsun Kuroki Mina Kim

Title: president

for LASH BELLE EYELASH EXTENSIONS INC

Sworn to me this 10 day of November, 2020

Notary Public

Diane H. Lee
Attorney at Law in
the State of New Jersey

District of New York (the "Court") alleging claims under the Fair Labor Standards Act ("FLSA") and the New York Labor Law (the "NYLL"), 20-cv-06531 (the "Docket Number").

9. On or around _____ (settlement execution date), the Plaintiffs and Defendants executed a Settlement Agreement and General Release, (the "Agreement").
10. The agreement provides that Defendants will pay Sixty Five Thousand Dollars (\$65,000.00).
11. If Defendants fail to make payments as outlined in Paragraph 9, Plaintiffs may, with notice or demand, except as noted below, declare the entire sum then unpaid immediately due or payable. To exercise this right, Plaintiffs shall notify Defendants' Attorney Diane H. Lee, Esq., 158 Linwood Plaza, Suite 308-310, Fort Lee, NJ 07024, Tel: (201) 363-0101, in writing of their intent to do so, and Defendants shall have ten (10) days to remedy their default.
12. If Defendants do not remedy the default within ten (10) days of Defendants' Attorney's receipt of such notice, I hereby authorize the entry of judgment against myself for the entire amount of Sixty Five Thousand Dollars (\$65,000.00), plus statutory interest thereon for each day beginning on and inclusive of the entry of judgment until said amount is paid by Defendants, together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforced the confessed judgments less any payments made under the Agreement.
13. I am represented by counsel and have been fully advised in regard to this Agreement and Confession of Judgment.
14. I authorize entry of judgment in New York County, New York.
15. I hereby authorize this confessed judgment to be entered with the clerk of any court of competent jurisdiction.

Date: 11/10/2020


Name: Lihua Han
Title: Manager

for LASH BELLE EYELASH EXTENSIONS INC

Sworn to me this 10th day of November 2020

Notary Public Diane H. Lee
Attorney at Law in the
State of New York & New Jersey